



## OFFICIAL GIVEAWAY RULES (“Official Rules”)

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE A PARTICIPANT’S CHANCES OF WINNING.**

1. **Sponsorship.** The *Level Up Challenge*, this “Giveaway”, is sponsored by J&J Ventures Gaming, LLC (“J&J”), with its principal place of business located at 1500 S. Raney Street, Effingham, Illinois (“J&J’s Main Office”) and each of the participating Player PAYBACK® locations set forth on the list of Level Up Challenge Participating Locations, which shall be posted by March 20, 2023, at: <https://www.jjventures.com/news/> (each, a “Participating Location”, collectively the “Participating Locations”, and together with J&J, the “Sponsors”).

2. **Program Procedure and Enrollment.** Participants may enter this Giveaway through an On-Site Entry via the Player PAYBACK® App, as described below (an “Entry”). Participants may be required to present valid, government-issued photo identification for proof of age at the time of entry at a Participating Location. This Giveaway shall be open to all patrons (regardless of whether such patron has or intends to play a Video Gaming Terminal or otherwise make a purchase) that are enrolled in the Player PAYBACK® rewards program (the “Program”) and has a valid phone number. Each person who enrolls in this Giveaway is referred to herein as a “Participant.” Sponsors reserve the right to deny anyone from participating in this Giveaway at any time in Sponsors’ sole discretion, and without recourse. In connection with initial enrollment in the Program, a Participant will be required to provide the following information: **(a) first and last name, (b) telephone number, (c) gender, and (d) date of birth (the “Required Participant Information”).** In connection with a subsequent Entry, a Participant will be required to provide a telephone number. The Required Participant Information must be accurate and current as of the date of initial enrollment and as of each subsequent Entry. A Participant is permitted one (1) Entry per day per Participating Location and applying the Level Up Entry(ies) (as defined below) toward one (1) Participating Location per day, where applicable. Each Participant is limited to creating one (1) account for the Program, which can be used for all Participating Locations.

**ENTRY:** Participants may enter this Giveaway by visiting a Participating Location and logging into the Player PAYBACK® App that is available on the J&J designated kiosk located near the gaming area by entering their phone number during such Participating Location’s normal business hours (“Check-In”). Entries will only be accepted from 12:00 AM (CST) on April 4, 2023 through 11:59 PM (CST) on May 20, 2023 (the “Entry Period”).

- a. **Level Up Challenge:** A Participant will be automatically entered into this Giveaway upon completion of a valid Check-In. A Participant is limited to one (1) Entry per day, per Participating Location. In addition to the one (1) Entry per day, per Participating Location, upon a valid Check-In, depending on Participant’s Program reward level status as of the last day of Q1 2023, Participant will receive an additional Entry for that Check-In. The Program Insider Level will receive one (1) additional entry, the Elite Level will receive two (2) additional entries, and the VIP Level will receive three (3) additional entries (the “Level Up Entry(ies)”). The Level Up Entry(ies) can be applied toward one (1) Participating Location of the Participant’s choosing per day.



It is the responsibility of the Participant to ensure that the Required Participant Information is accurate at the time of each Entry. All Participants must enter themselves in this Giveaway; a third-party (including an employee of any of Sponsors) may not enter this Giveaway. In the event that a Participant fails to comply with these Official Rules, at the sole determination of J&J, such Participant may be disqualified from this Giveaway. Moreover, if a Participant fails to comply with these Official Rules, at the sole determination of J&J, all that Participant's Entries may be deemed null and void, not honored or acknowledged, and may be grounds for forfeiture of Participant's prize(s). By entering in this Giveaway at the Participating Location, each Participant agrees that (A) they have read and accepted these Official Giveaway Rules; (B) they have read and accepted the Official Player PAYBACK® Rules; (C) have read and accepted the Terms of Use which are available at <https://www.jjventures.com/terms-of-use-2/> and incorporated by reference and made a part of these Official Rules; (D) have read and accepted J&J's Privacy Policy, which is available at <https://www.jjventures.com/privacy-policy/> and incorporated by reference and made a part of these Official Rules. Participant acknowledges that submission of the Required Participant Information and any other information collected through the Program is subject to J&J's Privacy Policy.

3. **NO PURCHASE NECESSARY.** NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. FURTHER, A PURCHASE (INCLUDING, WITHOUT LIMITATION, ANY PRODUCT, GOOD OR SERVICE SOLD BY THE SPONSORS OR A PARTICIPATING LOCATION) WILL NOT IMPROVE A PARTICIPANT'S CHANCES OF WINNING WITH AN ENTRY.

4. **Drawing.**

- a. **Level Up Challenge.** The drawing will be conducted by a representative of J&J and will take place at J&J's Main Office on May 22, 2023 (the "Level Up Challenge Drawing Date"). An employee of J&J will notify the Participating Locations of the winner via email by May 23, 2023. The Participating Location shall contact the winner via telephone within 24 hours of receiving the winner notification email from the J&J employee (the "Level Up Challenge Notice") and the winner shall have five (5) days from the date and time of the Level Up Challenge Notice to claim his or her prize (the "Level Up Challenge Claim Period"). If the winner does not claim the Prize within the Level Up Challenge Claim Period, the Prize shall be forfeited, and a secondary drawing may occur at a date and time decided upon by the Sponsors (the "Level Up Challenge Secondary Drawing"). No additional Entries shall be accepted between the expiration of the Level Up Challenge Claim Period and the Level Up Challenge Secondary Drawing.
- b. **Grand Prize Drawing.** The drawing will be conducted by a representative of J&J and will take place at J&J's Main Office on May 22, 2023 (the "Grand Prize Drawing Date"). An employee of J&J shall contact the winner via telephone within 48 hours of the Grand Prize Drawing Date. Prior to J&J mailing each Grand Prize (as defined below) winner a check made payable to such winner, the winner must provide J&J with the information required to complete Form 1099-MISC and must mail J&J a completed W9 within ten (10) days of the Grand Prize Drawing Date. If the winner does not promptly provide the required information sufficient to complete Form 1099-MISC and/or fails to return a completed W9, the winner shall be deemed to have forfeited the prize, and a secondary drawing may occur at a date and time decided upon by the Sponsors.

5. **Prizes, Prize Values, Odds of Winning and Collecting Prizes.**

- i. **Level Up Challenge.** One (1) Participant from each Participating Location will win the cash prize of three hundred dollars (\$300.00) (the "Runner-Up Prize"). J&J shall mail the Runner-Up Prize to the winner in the form of a check made payable to the winner and sent via certified mail to the address obtained when the winner is notified by the Participating Location by phone.
- ii. **Grand Prize.** At the end of the Giveaway, all Entries from all Participating Locations will be combined and one (1) Participant from each of the Insider, Elite, and VIP tiers will win a grand prize ("Grand Prize", and together with Runner-Up Prize, the "Prize"). The Grand Prize amounts will increase for each tier and the Grand Prize amounts will be based on the

number of Participating Locations. Details regarding the Grand Prize amounts will be available prior to the commencement of this Giveaway at: <https://www.jjventures.com/news/>. J&J will mail each Grand Prize to the winner in the form of a check made payable to the winner and sent via certified mail to the address obtained when the winner is notified by phone.

- iii. The Grand Prize winner chosen from each tier will still be qualified to win the Runner-Up Prize. A Participant is eligible to win more than one Runner-Up Prize.
- b. The odds of winning the Prize depend entirely on the number of Entries made during the Entry Period, as applicable.

**6. Eligibility.** This Giveaway is open to all legal residents of the United States of America who are twenty-one (21) years or older at the time of entry and are enrolled in the Program. This Giveaway shall be open to all patrons who meet these criteria, regardless of whether such patron has or intends to play a Video Gaming Terminal. Employees of the Participating Locations and the immediate family members of each employee are not eligible to Check-In, or otherwise participate in this Giveaway at the location where that employee is employed. An “immediate family member” is defined to mean spouse, parent, grandparent, child or sibling. In-laws are not considered to be immediate family members. As applicable, employees of J&J, its affiliates, licensees, franchisees, advertising and promotional agencies are not eligible to participate in this Giveaway.

**7. Use of Disclosed Information.** Information transmitted to the Sponsors will generally be treated as non-confidential and non-proprietary. Except where prohibited by law, an Entry constitutes permission to use each Participant’s name, biographical information and/or likeness for online posting and/or any other written or photographic advertising and publicity without additional compensation. Further, by enrolling in the Program or entering this Giveaway, Participant grants and authorizes Sponsors to contact Participant regarding the Program or this Giveaway, including periodic updates about the Program, J&J announcements and promotions, and announcements and promotions regarding any Participating Location where participant has Checked-In, via text message, e-mail or regular mail. Participant may opt out of receiving such materials or messages by following the opt-out instructions set forth in the Player PAYBACK® App or the applicable text message or e-mail. If Participant opts out, Participant authorizes Sponsors to send an email and/or text message confirming the request to opt out and Participant will no longer be enrolled in the Program or eligible to participate in this Giveaway. Participant acknowledges that additional charges from their mobile phone carrier may apply for text messages and Participant consents to same.

**8. Social Media Disclosure.** Although the Program or this Giveaway may be advertised on the Facebook pages, Twitter accounts, Instagram accounts, YouTube channel or other social media platforms of the Sponsors, neither the Program nor this Giveaway are in any way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, YouTube or other social media platforms. Participants are providing their information to the Sponsors and not to Facebook, Twitter, Instagram, YouTube or other social media platforms. The information Participant provides will only be used by the Sponsors and its agents. By entering, Participants provide a complete release of Facebook, Twitter, Instagram or YouTube from any and all responsibilities implied or provided by the Sponsors and that the Program and this Giveaway are in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or YouTube.

**9. Miscellaneous.**

- (a) By entering this Giveaway, Participant unconditionally agrees to be bound by these Official Rules and the decisions of J&J, which shall be final. J&J reserves the right to disqualify any Participant who, in its sole suspicion, tampers with the entry process, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner.
- (b) All federal, state, and local laws apply. These Official Rules will be governed by the laws of the State of Illinois. If any provision of these Official Rules is deemed invalid or unenforceable, such provision shall be deemed void only for the specific jurisdiction at issue, but all other provisions will remain in full force and effect.
- (c) For each of the Grand Prizes, the Internal Revenue Service (IRS) requires Form 1099-MISC for U.S. residents for each winner who receives a prize if the amount of the prize is \$600 or more. The winner must provide J&J with the required information in order for J&J to complete Form 1099-MISC. Additionally, J&J will send the

winner a W9, which must be completed and returned to J&J for the winner to receive the Grand Prize. Any winner who fails to promptly (i.e., within ten (10) business days) provide information sufficient to complete Form 1099-MISC and does not send J&J a W9, including, without limitation, their social security number, shall forfeit any and all rights to the Grand Prize. Each winner is solely responsible for reporting and paying all applicable federal, state and local taxes related to the prize. No prizes are transferable.

- (d) Sponsors and, as applicable, the employees, officers, directors, shareholders, agents, and representatives of the Sponsors, their affiliates, subsidiaries, and advertising, promotion and legal advisors are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible Entries; (ii) any condition caused by events beyond the control of either Sponsor that may cause this Giveaway to be disrupted or discontinued; (iii) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of the Prize, or from participation in this Giveaway; or (iv) any printing or typographical errors in any materials associated with this Giveaway.
- (e) J&J reserves the right, at its sole discretion, to suspend, modify or terminate this Giveaway (or portion thereof) for any or no reason, including if J&J determines that any portion of this Giveaway is compromised for any reason, and, if terminated, at the J&J's discretion, J&J may select the potential winner(s) for the drawing(s) at issue from all non-suspect, eligible entries received for the applicable drawing(s) prior to action taken.
- (f) Participants agree that any dispute arising out of this Program or this Giveaway shall be resolved individually without class action and exclusively by the state and federal courts in Effingham County, Illinois, under the laws of Illinois, without regard to that state's conflict of laws principles. **PARTICIPANT, BY ENTERING, SPECIFICALLY AND KNOWINGLY WAIVES ANY RIGHT TO A TRIAL BY JURY AND A TRIAL BY JURY IS HEREBY WAIVED BY BOTH SPONSORS AND PARTICIPANT. PARTICIPANT UNDERSTANDS THAT PARTICIPANT IS WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ AND UNDERSTANDS, AND HEREBY EXPRESSLY WAIVES, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**
- (g) For the name of the winner or an additional copy of the Official Rules, send a self-addressed stamped envelope request to J&J's Main Office. The name of the winners will be available on or after 3:00pm on May 23, 2023.
- (h) Any inquiries or questions regarding this Giveaway may be sent by regular mail to GIVEAWAY at J&J's Main Office.

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